

EXHIBIT B

Privacy Policy of 8fig Inc.

Last modified: May, 2021

8fig Inc. and its fully owned subsidiary, 8fig Ltd. (“8fig”, “us”, “our” or “we”) offers algorithm-based solutions and financing schemes to drive e-commerce sellers’ activities (the “**Services**”), and it is committed to respecting its clients and online users’ privacy rights.

This Privacy Policy (the “Policy”) which applies to personal data collected via www.8fig.co (the “**Website**”) or as part of the Service, describes how we collect, use and protect your information.

By using the Service and/or accepting our Service Terms of Use (which you can [find here](#)), you hereby agree to the collection and use of your information as we have outlined in this Policy.

Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them under our [Service Terms of Use](#).

1. THE INFORMATION WE COLLECT

8fig collects information, that may personally identify you, which exists on your systems (if you are a Client and we perform Client Evaluation Process as described in our [Service Terms of Use](#) to provide you with our Services) or derived from your browsing activities on our Website (the “Personal **Information**”).

Such collection of Personal Information may include:

- 1.1. your name, age/date of birth and gender, professional experience;
- 1.2. your contact details; postal address including billing and delivery addresses; telephone numbers (including mobile numbers) and e-mail address;
- 1.3. your online browsing activities on our Website;
- 1.4. your password(s);

- 1.5. your interests, preferences, feedback and survey responses;
- 1.6. your location;
- 1.7. your correspondence and communications with 8fig; and
- 1.8. other publicly available personal data, including any which you have shared via a public platform (for example, your LinkedIn profile).

2. HOW WE COLLECT YOUR PERSONAL INFORMATION

- 2.1. 8fig collects information, including Personal Information, during the registration process to our Service, and your online browsing activities on our Website.
- 2.2. 8fig may also collect billing and account information such as credit cards, payment cards or other payment methods from Clients, and share this information with our billing and payment processors.
- 2.3. We do not store credit card or payment card numbers after they have been forwarded to our billing and payment processors.
- 2.4. Cookies. Like many other websites, 8fig uses “cookies” to collect data in order to provide our users with a personal experience when accessing our Website.

What are Cookies? Cookies are small data files which are sent to your device (e.g., computer or mobile device) by a website or other online application, to enable the storing of information which uniquely identifies you(e.g., remembering web pages that you have viewed).

Cookies are essential for 8fig, as they enable us to provide you with offers that are tailored to your needs and interests. We do not use cookies to collect or record information on your name, address or other contact details. 8fig can use cookies to monitor your browsing behaviour.

How do you disable cookies? If you want to disable cookies, you will have to change your browser’s settings to reject cookies. Please note that if you disable all cookies, some (or all) of the features and functionality of our Service may not be available to you.

Below are links to commonly used web browsers. Information about cookies is usually found in the “Help” section of the web browser.

- [Google Chrome](#)
- [Internet Explorer](#)
- [Mozilla Firefox](#)
- [Safari \(Desktop\)](#)
- [Safari \(Mobile\)](#)
- [Android Browser](#)
- [Opera](#)
- [Opera Mobile](#)
- **For other browsers, please consult the documentation that your browser manufacturer provides.**

Mobile Devices – You can-opt out of certain types of interest-based advertising (or “cross-app” advertising), by accessing the “settings” on your device:

If you’re using an Apple device you can configure your device to limit ad tracking to by clicking on “settings” > “privacy” > “advertising” and toggling “limit ad tracking” to ‘on.’

If you’re using an Android device you can opt out of most app-based tracking for advertising by opening the “GoogleSettings” app on your device, selecting “Ads”, and then selecting the option to opt-out of interest-based ads.

Please note that the above information may change when the above manufacturers updates their systems. Also note, that your device may use another platform, not described above. In that case, please consult the manufacturer documentation for further instructions.

You can also learn more and turn off certain third party targeting and advertising cookies by visiting the following third-party webpages:

[Network Advertising Initiative](#)

[European Interactive Digital Advertising Alliance\(EU\)](#)

[Internet Advertising Bureau \(US\)](#)

[Internet Advertising Bureau \(EU\)](#)

3. HOW WE USE YOUR INFORMATION

3.1. 8fig (and its fully owned subsidiary 8fig Ltd.) uses your Personal Information for its legitimate interests, as follows:

3.1.1. To provide our Service.

3.1.2. To audit and improve our Service.

3.1.3. To manage any registered account(s) that you hold with us.

3.1.4. To perform marketing activities, including, the use of web banner advertisements and targeted ads, all as set forth in Section 3.5 below.

3.1.5. To verify your identity.

3.1.6. For crime and fraud prevention, detection and related purposes.

3.1.7. With your agreement, to contact you electronically about promotional offers, products, and services which we think may interest you, as well as send you periodic updates, tips, reports and Newsletters (as defined below).

3.1.8. For market research purposes – to better understand your needs.

3.1.9. To enable the team of 8fig to interact with you.

3.1.10. Where it has a legal right or duty – to use or disclose your information (for example in relation to an investigation by a public authority or in a legal dispute).

3.1.11. For customer relations, queries, complaints, or disputes, including providing support.

3.1.12. For managing insurance claims.

3.1.13. Cybersecurity needs, fraud detection and misuse of our Website.

3.1.14. Enhancements and improvements to your and others experience with our Website.

3.2. Marketing (Promotional communications)

3.2.1. 8fig uses your Personal Information for electronic marketing purposes (with your consent) and may send you electronic mail to update you about promotional offers, products and services which we think may interest you and relevant to you as an individual (the “**Newsletters**”).

3.2.2. You are not obligated by law to receive our Newsletters and you have the right to opt out of receiving such communications at any time, by:

3.2.2.1. following the unsubscribe instructions included in each Newsletter; and/or

3.2.2.2. contacting 8fig via service@8fig.co.

3.2.3. Please note that regardless of your election, we may continue sending you notices (a) to update you on revisions made to this Privacy Policy or our Terms of Service; and (b) related to the ongoing Service, for example, alerts ahead of payments/repayments, notices concerning your Account and any additional operational notices as required.

3.3. Sharing your information with third parties

3.3.1. We may use and share your name, business name, e-mail address and other information related to the Service (in this Section 3.3, the “Information”) with certain third parties that help us operate our Service, such as cloud providers, newsletter distribution service providers and other similar service providers. When we use such third parties, we restrict them from using or disclosing the Information, except as required to perform the services on our behalf or to comply with legal requirements.

3.3.2. Other than as described in this Section 3, 8fig will not disclose your Information to any third party.

3.3.3. We will never sell or lease our customers’ data to other organisations for marketing purposes.

3.3.4. We may share your data with:

3.3.4.1. governmental bodies, regulators, law enforcement agencies, courts/tribunals and insurers where we are required to do so (a) to comply with our legal obligations; (b) to exercise our legal rights (for example in court cases); (c) for the prevention, detection,

investigation of crime or prosecution of offenders; and (d) for the protection of our employees and customers.

3.3.4.2. If 8fig becomes involved in a merger, acquisition, or any form of sale of some, or all, of its assets, it may transfer all the Information that was collected from users in connection with such a transaction.

3.3.5. We may post our own Clients' testimonials on our Website which may contain personally identifiable information. We will obtain your consent to post your name along with its testimonial (unless such information was made public by you).

3.4. International transfer of information

3.4.1. **For US-residents.** 8fig is a US-based company. To deliver our Services to you, it may sometimes be necessary for us to share your data outside of the United States. 8fig is providing access to your data, to its fully owned subsidiary 8fig Ltd, which is located in the State of Israel. These transfers are subject to special rules under data protection laws.

3.4.2. **For EU-residents.** 8fig is a US-based company. To deliver our Services to you, it will be necessary for us to share your data outside of the European Economic Area. These transfers are subject to special rules under data protection laws. If this happens, we will ensure that the transfer will be compliant with data protection law and all personal data will be secure. Our standard practice is to use 'standard data protection clauses' which have been approved by the European Commission for such transfers. Those clauses can be accessed [here](#).

3.5. Advertising and Analytics Services.

3.5.1. 8fig may use standard analytics tools such as Google Analytics, Facebook Business, Chart beat, Polar, PostUp, LiveIntent, Parse.ly, Outbrain, Quantcast, and Lytics, etc. to learn more about how you and other users use our Service, and how we should improve our user experience. 8fig and its third-party partners and vendors may use tracking technologies or methods of web and mobile analysis (such as pixels, beacons, etc.) to collect, track and store certain information about you when you use or interact with our Services, communications, content or third party's websites links, to provide you with targeted advertising based on your interests and browsing activities on our Website, personalize the advertising content, and to serve you advertisements that are relevant to your regional location.

3.5.2. Your IP address or mobile device identifier will be automatically shared with such third parties when you access the Services or the third party's websites.

3.5.3. These tools maintain their own privacy practices in accordance with their own privacy policies to provide their service. Further information about how Google uses data when you use our Service, can be found [here](#).

3.5.4. If you do not want us to share your Personal Information for marketing and advertising purposes, you may opt-out in accordance with provisions below section below or contact us using the details provided below. Please note that even if you unsubscribe, we may still use and share your Personal Information with third parties for non-marketing purposes (for example to fulfill your requests and orders, communicate with you and respond to your inquiries, etc.). In such cases, the companies with whom we share your Personal Information are authorized to use your Personal Information only as necessary to provide these non-marketing services.

3.5.5. How to opt-out?

3.5.5.1. Emails. If you no longer wish to receive emails from us, you may opt out of receiving them at any time, by clicking 'unsubscribe' on any e-mail communication, or sending an email with your request to service@8fig.co.

Please note that even if you opt out of receiving marketing communications by postal mail, we may continue to send you transactional communications about your subscription or orders by postal mail.

3.5.5.2. Turning Off Tracking Technologies. You can choose to have your computer warn you each time a persistent or session cookie is being sent, or you can choose to turn off such cookies through your browser settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies as described in Section 2.4 above.

3.6. Our cloud service providers. The server(s) on which the Website and the Service are hosted and/or through which any of the Service are processed are within the State of Israel and United States, however, some of the information may be managed by third parties, including, Amazon WebService (**AWS**) technology, whose mailing address is Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, ATTN: AWS Legal. You can

find more details on AWS' Privacy Policy [here](#). We have configured our data to be stored in the Oregon, US region.

3.7. We reserve the right to disclose your information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, or court order. Also, please note that we may disclose general, aggregated, non-personal and non-identifiable information about our users to potential business partners, investors, or the public.

4. HOW LONG WE KEEP YOUR DATA

4.1. 8fig will retain your information for as long as your Account is not deactivated or as needed to provide our Service. If you wish to deactivate your account, or you no longer wish that 8fig shall use or hold your information, please contact us via email service@8fig.co. However, please note that we may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our [Service Terms of Use](#).

4.2. Without derogating from the aforementioned, 8fig will not retain your data for longer than necessary for the purposes set out in this Policy. Different retention periods apply for different types of data, however the longest we will normally hold any Personal Information is seven (7) years.

4.3. When you send an email or other communication to service@8fig.co or any other correspondence that you have with us, we may retain those communications to process and respond to your requests and improve our Service.

4.4. Please DO NOT send us any communication which contains confidential or sensitive information, since we are unable to evaluate whether your content constitutes as confidential or sensitive information, or not, and we may retain or use such communication as described herein above, and such retention or use shall not be deemed as a breach of any of our obligations pursuant to this Policy.

5. INFORMATION SECURITY STANDARD

5.1. Because we value your privacy, 8fig uses industry standard measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of data which is stored in our records. These measures include internal reviews of our data collection, storage and processing practices and standard measures.

5.2. Nonetheless, we cannot guarantee a perfect and absolute security measure, as no method of transmission over the Internet and or electronic storage is perfectly secure or invulnerable. However, should we become aware of a security breach, we will notify any affected user, so that they can take appropriate protective steps. Such notification shall be issued by 8fig in accordance with the applicable(local) laws and regulations, as well as 8fig's internal policies.

5.3. Physical Standard. 8fig follows Amazon's Privacy and Security Policy security standards with respect to physical access. You can read more about it here.

6. HOW YOU CAN HELP PROTECT YOUR DATA

6.1. First, please remember that 8fig will never ask you to confirm your account password, bank account or credit card details via email or text message. If you receive such communication asking you to provide such information, please **ignore** it and do not respond. You can let us know you received such communication by emailing service@8fig.co.

6.2. If you are using a device in a public location, we highly recommend that you always log out and close the browser after completing your session.

7. YOUR RIGHTS IN CONNECTION WITH YOUR INFORMATION

7.1. You have the right to request that 8fig will provide you with a copy of any Personal Information that we keep about you.

7.2. You have the right to ask that 8fig shall update and correct any outdated or inaccurate Personal Information that we keep about you. Should you find that the Personal Information related to you is not accurate, complete, or updated, then please provide us the necessary information to correct it.

7.3. If you wish to exercise any of the rights set forth in this Section 7, please notify us via email to service@8fig.co and we will use commercially reasonable efforts to accommodate

your request. 8fig shall not charge you for requesting to exercise any of the rights set forth in this Section 7.

8. SPECIFIC PROVISIONS FOR EU-RESIDENTS

8.1. This Section 7 applies to citizens of the European Union which resides in the EU. 8fig adopted these provisions to comply with the EU 2016/679 Directive General Data Protection Regulation (“**GDPR**”), pursuant to which 8fig will be considered as a “Data Controller” with respect to our use of your Personal Information.

8.2. Legal Basis. We base our processing of personal data as a Data Controller on the following lawful grounds:

8.2.1. 8fig relies, primarily, on your consent to the terms of this Policy and the terms set forth in our Service Terms of Use, as a legal basis for processing any Personal Information, including, in relation to us sending you Newsletters, or communicating any other promotional material, via email or text message.

8.2.2. 8fig may collect and use your Personal Information when it is necessary for one of the legitimate uses set out in Section 3 above, which we believe are not overridden by your fundamental rights. For example, we may process your Personal Information as a preliminary necessary step prior to initiating an engagement with you as our Client.

8.2.3. We may process your Personal Information to comply with a legal obligation and to protect our users’ vital interests.

8.2.4. If, at any time, you wish to exercise your rights in accordance with the provisions provided by law (including as provided under Section 7 of this Policy) you may send us an email to service@8fig.co and request:

8.2.4.1. To access your Personal Information together with information about how and on what basis such information is being processed. Should you desire to receive such information in a different format than the one that was provided to you, you can email us at service@8fig.co and we shall use commercially reasonable efforts to accommodate your request, if applicable.

8.2.4.2. To rectify any of the Personal Information being held when such information is inaccurate.

8.2.4.3. To delete or restrict access to Personal Information related to you in limited circumstances as described under the GDPR. Please note that if we need to delete any Personal Information related to you following your request, it can take time until we completely delete residual copies of Personal Information from our servers and backup systems.

8.2.4.4. To withdraw your consent to the processing of your Personal Information. However, please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal.

8.2.4.5. The transfer of Personal Information related to you in accordance with your right to data portability.

8.2.4.6. To object to the processing of Personal Information related to you, for example in relation to direct marketing (Newsletters) or if you believe that we have no legitimate reasons to use or hold such information.

8.3. Please note that you have the right to complain to a Data Protection Authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority in the European Economic Area (EEA).

8.4. If you have any concerns about how we process your Personal Information, or if you wish to withdraw your consent for any reason, kindly let us know by sending an email to service@8fig.co.

8.5. 8fig shall not charge you for requesting to exercise any of the rights set forth in this Section 8.

9. SPECIFIC PROVISION FOR CALIFORNIA RESIDENTS

9.1. This Section 0 applies to you only if you reside in the State of California, United States. 8fig adopted the following provisions to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and any terms defined in the CCPA have the same meaning when used in this Section 0.

9.2. The following categories reflect to type of Personal Information’s categories which we have collected within the **last twelve (12) months**:

9.2.1. Identifiers and Personal information as listed in the California Customer Records statute (Cal. Civ.Code § 1798.80(e)), for example, first names, sure names, alias, signatures, telephone numbers, address, online Identifier, Internet Protocol address, business or private email addresses, account names and financial information.

9.2.2. Electronic network activity information, including, but not limited to, browsing history, search history and any additional information related to your interaction with our Website, location data, etc.

9.3. We have obtained such Personal Information as listed above from the following sources:

9.3.1. Directly from you(including as part of the Client Evaluation Process), or indirectly through your browsing activity on our Website.

9.3.2. Third parties such as our reliable service providers and professional advisers or as part of the Information Access Rights you have granted to us.

9.4. We use the Personal Information we collect or receive for our legitimate interests (as set out in Section 3 above), which we believe are not overridden by your fundamental rights. We may also disclose such Personal Information to third parties for our legitimate purposes as described in Section 3 above.

9.5. In the preceding twelve(12) months, 8fig has disclosed the following Personal Information for its business purposes:

9.5.1. Identifiers.

9.5.2. Personal Information's categories as listed in the California Customer Records statute.

9.5.3. Internet or another similar network activity.

9.5.4. Inferences.

9.5.5. Growth Plan details.

9.6. In the preceding twelve (12) months, 8fig has not sold your Personal Information.

9.7. Your rights as a California Resident. As a California resident, you are entitled to request the following specific rights under the CCPA, solely with respect to Personal Information related to you:

9.7.1. Request to know (a) what categories and specific components of Personal Information we collect about you and from which sources; (b) categories of Personal Information that we disclosed for the purpose described in Section 3 above, and the categories of third parties with whom we have shared any particular category of your Personal Information. If we disclose any of your Personal Information to a third-party, we will provide you, after authenticating your identity, with a list that will identify the specific category of your Personal Information which was disclosed.

9.7.2. Request that we delete any Personal Information we collect about you. After authenticating your identity, we will delete (and direct our service providers to delete) any Personal Information related to you from our records, unless an exception applies. Please note that if we need to delete any Personal Information related to you following your request, it can take time until we completely delete residual copies of Personal Information from our servers and backup systems.

9.7.3. Instruct us not to sell any Personal Information related to you that was collected by us.

9.7.4. You have the right not to be discriminated against by 8fig, for exercising your rights under the CCPA.

9.8. If you have any concerns about how we process Personal Information related to you, or if you wish to withdraw your consent, for any reason, kindly let us know by sending an email to service@8fig.co. Please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal. Also, please note that 8fig shall not charge you for requesting to exercise any of the rights set forth in this Section 9.

10. COMPLIANCE

If you believe that we have not adhered to our Policy as outlined herein, please notify us by email to service@8fig.co. 8fig will review any query and make commercially reasonable efforts to resolve any existing or potential dispute.

Note that when you send us a request to exercise your rights, we will need to reasonably authenticate your identity and location, and therefore we may ask you to provide us credentials to make sure that you are who you claim to be, thus we may further ask questions to understand the nature and scope of your request.

11. CHANGES TO THIS POLICY

We reserve the right to change this Policy from time to time, so please review it frequently. If we make material changes to this Policy, and you are a registered user of the Service, we will notify you by email when we make any changes.

12. GOVERNING LAW

This Policy shall be construed in accordance with and governed for all purposes by the substantive laws of the State of Texas, US, without regard to conflicts of law provisions. You agree that any claim or dispute you may have against the Company and its affiliates, directors, officers, employees, and representatives must be resolved by a court located in Austin, Texas, US and waive any jurisdictional, venue or inconvenient forum objections to such courts.

13. CONTACT US

If you have any questions about this Policy, please contact us via service@8fig.co.

Terms of Use

Last modified: May, 2021

The following are the terms and conditions that apply to your use of the Services (as defined below) offered and provided by 8fig Inc., a company incorporated under the laws of the State of Delaware, United States with principal place of business located at 701 Tillery St #12, Austin, Texas, 78702 US, and any of its affiliates ("8fig").

The Services offered to you (the "Client") are conditioned upon acceptance without any modification of the terms of use set forth herein, including the terms of the Service's Privacy Policy which are incorporated herein by reference (and together, the "Terms") govern the access to, and use of, the Service and constitute a binding legal agreement between the Client and 8fig. These Terms apply regardless of how Client access the Service, including any technologies or devices by which 8fig makes the Services available.

Client must read these Terms carefully. By accessing www.8fig.co (the "Website"), and/or engaging 8fig's Services, Client confirms that he/she has read, understood, and agreed to these Terms in their entirety. If Client do not agree to these Terms in their entirety, please do not use the Website or render any of our Services.

8fig may, at any time, cease providing any, or all, of the Services at its sole discretion and without notice.

Any Client which accepts or agrees to these Terms on behalf of a corporation or any other legal entity (the "Legal Entity"), represents and warrants that it has the authority to bind that certain Legal Entity to these Terms which shall apply to that certain Legal Entity.

8fig and Client may each be referred to herein as a "Party" and collectively as the "Parties".

1. SERVICES

1.1 8fig offers Clients access to 8fig's (i) online platform for managing e-commerce business and operation (the "Platform") and; (ii) subject to a business due diligence conducted by 8fig, a growth plan (which may include financing schemes) (the "Growth Plan"); to aid Clients engaged in e-commerce activities through online markets (e.g., Amazon, Shopify, etc.), drive up sales and accelerate business growth (collectively the "Service").

1.2 To explore the possibility of benefiting from our Services, a potential Client needs to go to our Website an open a user account (the "Account"), which will require him/her to provide some compulsory personal information, as follows:

1.2.1 Creating an Account; Business Due Diligence.

1.2.1.1 To create an Account, the potential Client will be required to provide his/her email address and set a password to access his/her personal dashboard.

1.2.1.2 Once entering the personal dashboard, the potential Client shall be required to provide 8fig with certain business information, such as, a description of its business, sales performance data, supply chain

details including inventory and purchase prices, and the like (the “Business Information”), as part of a business due diligence to be conducted by 8fig to determine if the potential Client is eligible for 8fig’s Services.

1.2.1.3 In addition to the Business Information, and as part of the business due diligence, the potential Client shall be required to grant 8fig with: (a) access to its online store (e.g., Amazon store); and (b) a “View-Only” access to potential Client bank account(s) (the “Information Access Rights”).

1.2.1.4 After receiving all the Business Information and Information Access Rights, 8fig shall evaluate the potential Client’s business, and decide, based on its internal model and criteria, and at its sole discretion, if the potential Client is eligible for 8fig’s Growth Plan or not (the “Client Evaluation Process”).

1.2.1.5 Potential Client should note that the completion of the online registration process does not constitute 8fig’s acceptance of potential Client as eligible for 8fig’s Services. 8fig reserves the right to reject any potential Client, for any reason whatsoever or no reason at all.

1.2.1.6 If 8fig considers a potential Client as eligible for 8fig’s Services, 8fig will notify potential Client by email within five (5) business days after completing the due diligence process to confirm that such potential Client is eligible for 8fig’s Services and provide it with the Growth Plan (the “8fig Offer”).

1.2.1.7 Should Client accept the 8fig Offer, Client shall also be required to execute an agreement providing the financial terms of the Service (which are being incorporated into these Terms by reference) (the “Financial Terms”), following which, Client shall be granted full access to 8fig’s Platform and all the tools and services offered by 8fig as part of the Services.

1.2.1.8 8fig’s acceptance of the potential Client as an eligible Client will take place only after 8fig receives Client’s acceptance of the 8fig Offer through its personal dashboard by clicking “I Accept” on the Growth Plan presented to it (the “Acceptance of Services”). The 8fig Offer shall be effective for a period of seven (7) calendar days, and if not accepted by the Client within such timeframe, the 8fig Offer shall expire and shall no longer be available to the Client. It is hereby being clarified that the 8fig Offer is part of 8fig’s Confidential Information and Client may not share it with any other person or make it available in any other way, subject to the provisions of Section 7 below.

1.3 If 8fig determines, at its sole discretion, that it cannot provide a potential Client with a Growth Plan, then, 8fig shall notify the potential Client by email of its decision. Nonetheless, 8fig may decide, in its sole discretion, to grant Client with access to the Platform, provided that 8fig reserves the right to delete or suspend such access at any time for any reason or no reason at all.

1.4 It is Client’s responsibility to always maintain his/her password and account information in strict confidence. 8fig shall not be liable to Client or any person for any loss or damage which may arise as a result of any failure by Client to protect his/her password or account information.

1.5 If 8fig is, or becomes, suspicious activity channeled through Client’s Account, 8fig reserves the right to delete or suspend access to such account.

1.6 8fig shall not be required, nor shall it provide any information about the Client Evaluation Process whether such Client is determined to be eligible or not. Accordingly, 8fig shall not provide Clients.

1.7 Please see 8fig's Service Privacy Policy for information on how 8fig uses and stores personal information.

1.8 Client hereby confirms that all the data provided by him/her to 8fig, (including as part of the Account registration process and Client Evaluation Process) is true, accurate and up to date in all respects and at all times. Client may update or correct his/her details at any time by going to his/her Account.

1.9 Client understands that 8fig does not offer any warranty or representation that the use of the Service or reliance upon the Growth Plan will achieve any particular result. The Client further agrees and acknowledges that the Service is not intended to be used as the sole basis for any business decision, and if Client accepts the 8fig Offer it does so at its own risk and on an "as is" basis.

1.10 Client acknowledges that 8fig assumes no responsibility and expressly disclaim all warranties of any kind as to the overall integrity and quality of information provided by, or to, the Client, and that 8fig cannot guarantee the accuracy or timeliness of data comprising the 8fig Offer, or any possible implications derived thereby.

2. LICENSE

2.1 Subject to Client's continued compliance with these Terms (including, for avoidance of any doubt, payment of the fees), 8fig hereby grants, and Client hereby accepts, a limited, personal, non-transferable, non-exclusive, non-assignable license during the Term (as defined below), to access and use the Service solely for Client's internal business purposes (the "License"). The License granted herein includes the right to access and use the Service, in accordance with the documentation provided by 8fig (the "Materials").

2.2 The Client will indemnify 8fig and any affiliate thereof from and against any and all Losses (as such term is defined below) that are based on or arise directly or indirectly out of or from any use or access to the Service by any third party. Client agrees to immediately notify 8fig of any unauthorized access or use of the Service or any breach of security.

2.3 8fig continuously makes efforts to improve the Service for the benefit of its clients, including the Client. 8fig may, from time to time, develop enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Service or Materials including removing any feature or functionality of the Service (the "Modifications"). 8fig shall implement and incorporate any available Modifications into the Service in its sole discretion, and Client hereby authorizes 8fig, in advance, to implement and incorporate such Modifications into the Service, at any given time. 8fig shall notify Client in advance of the implementation of any material Modifications, which it believes may have a material adverse effect on Client's use of the Service. If 8fig makes any such material adverse change in the Service related to a functionality that is actually being used by the Client, and 8fig decides, in its sole discretion, not to cancel such material adverse change within 30 days from Client's written request, Client may, within 30 days from the date of notice, terminate the license granted to use the Service. Client hereby authorizes 8fig to implement such Modifications for use with the Service.

3. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants toward the other Party hereto that: (i) it has the full power, legal capacity, and authority to enter into, deliver and fully perform its respective obligations set forth in these

Terms; and (ii) the execution or performance of these Terms will not result in a violation or breach of any contract, agreement, policy, order, judgment, decree, rule, regulation or law to which such Party is bound.

4. CLIENT REPRESENTATIONS AND WARRANTIES

4.1 The Client represents and warrants that: (i) it will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any party, and the Client will comply with all applicable laws and regulations (including, but not limited to, all applicable import and export laws, copyright and privacy laws) in the Client's use of and access to the Service; (ii) Client is the owner of, or has the required rights in all of the information which is uploaded to the Service; and (iii) Client holds and maintains all personal information in compliance with any and all applicable laws.

4.2 Client will not, nor will Client allow anyone acting on its behalf, or other third party to: (a) copy, modify, adapt, translate or otherwise create derivative works of the Service; (b) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; (c) rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; (d) remove any proprietary notices or labels from the Service; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (f) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product; (g) test the Service or use the Service in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without 8fig prior written approval; (h) directly or indirectly take any action to contest 8fig's intellectual property rights or infringe them in any way; (i) make the Service available for timesharing, service bureau or application service provider; (j) remove, obscure, or alter any notice of copyright, 8fig's Marks (as such term is defined below), or other proprietary right appearing in or on any item included with the Service; (k) allow any third party to have access to the Service without 8fig's prior written consent.

5. SUPPORT

8fig provides online technical chat support to its existing and potential Clients during standard USA (CST) business hours. To connect, please use the chat function at the bottom right of the screen, or email us at service@8fig.co.

6. FEES

6.1 In consideration for acquiring the License, Client shall pay 8fig the fees agreed upon as part of Clients' agreement to the Financial Terms under the Client's Acceptance of Service process (the "Fee(s)").

6.2 The Fee shall be payable by the Client in accordance with terms stated in the Financial Terms.

6.3 All Fees owed to 8fig are non-cancellable and non-refundable. All Fees shall be due and fully paid by the Client via ACH transfer.

6.4 8fig shall have the right, in its sole discretion and in addition to any other rights and remedies provided under these Terms or otherwise to terminate the License provided to the Client under these

Terms, or discontinue access to the Service if an invoice remains outstanding for more than thirty (30) days as of the invoice date. Client's financial obligation to pay unpaid balances for services obtained from 8fig under these Terms shall survive the termination of the Service and continue until the balance is paid in full.

6.5 Client agrees that any billing discrepancies or disputes not brought to the attention of 8fig within seven (7) business days from the invoice date shall be waived and the invoiced amount shall be deemed to be correct.

6.6 The Fee payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, shall be borne and paid by the Client. The Client will pay all applicable taxes when invoiced by 8fig or will supply appropriate tax exemption certificates in a form satisfactory to 8fig. In cases wherein the Client is legally required to withhold any income or remittance tax from amounts payable to 8fig, then (a) the Client will promptly notify 8fig; (b) the amounts payable to 8fig will be automatically increased to the full extent required to offset such tax, so that the amount remitted to 8fig, net of all taxes, equals the amount stated in the invoice; and (c) the Client will provide 8fig with the official receipt of payment of such taxes to the appropriate taxing authority.

7. CONFIDENTIALITY

7.1 Confidentiality. All information disclosed by 8fig or Client, as applicable (the "Disclosing Party") to the other party (the "Receiving Party"), prior to or during the Term of the Service, whether in writing, orally or in any other form which is not in the public domain (the "Confidential Information"), shall be held in absolute confidence, and the Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information of similar importance) to prevent the disclosure of such Confidential Information to third parties. In addition, the Receiving Party will limit its disclosure of the Confidential Information to employees, affiliates and consultants with a "need to know" and only in the context of such employees', affiliates and consultants' fulfillment of their duties under these Terms, and further provided that such employees, affiliates and consultants have a signed confidentiality agreement with the Receiving Party with terms and conditions no less protective of the Confidential Information than the terms under these Terms, and that the Receiving Party shall remain liable for any breach of the terms herein by any of its employees, affiliates and consultants. The provisions of this paragraph 7 shall survive any termination or expiration of this Agreement, for any reason whatsoever.

7.2 It is agreed that the Confidential Information shall not include information that is publicly available or becomes known to the general public through no act or omission of the Receiving Party in breach of this Agreement. It is further agreed that the Receiving Party may disclose any information pursuant to a court order, provided the Receiving Party, to the extent legally permissible, notifies the Disclosing Party of such order and uses reasonable efforts to limit such disclosure to the maximum extent permitted.

7.3 Injunctive Relief. 8fig and Client agree that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable by monetary damages. Accordingly, and notwithstanding the provisions of Section 13.4, a Disclosing Party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section 7 ("Confidentiality") in addition to any other remedies in law or equity.

7.4 Disclosure. 8fig reserves the right to access, read, preserve, and disclose any information that it obtains in connection with the Service as necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena, governmental request, resolving a dispute or enforcing these Terms, (ii) detect, prevent, or otherwise address fraud, security or technical issues, and/or (iii) respond to Client's support requests.

8. INTELLECTUAL PROPERTY RIGHTS; CLIENT'S CONTENT

8.1 8fig's Intellectual Property Rights.

8.1.1 8fig owns all right, title and interest in and to the Service (including, for the avoidance of doubt, the Platform) and Materials as well as any derivative works of the Services and Materials and all physical embodiments of same, which 8fig may develop from time to time, (and excluding any third-party product(s) embodied in, utilized or bundled with the Service or Materials).

8.1.2 The Service and all intellectual property rights in the Service (including 8fig's Marks and any derivative works of the Service) are, and shall remain, 8fig exclusive property, including but not limited to, any modifications or custom features to the Service to be developed by 8fig for the Client's benefit, whether requested or instructed by the Client or not, even if the Client has paid for such modifications, except if 8fig and Client have a separate written agreement that specifically states otherwise and references this section.

8.1.3 Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively, the "Ideas") that the Client may provide to 8fig, will be solely owned by 8fig. The Client hereby irrevocably assigns and transfers any intellectual property rights in such Ideas to 8fig, free of charge.

8.1.4 All of 8fig's trademarks, including but not limited to, "8fig", any service marks, logos, domain names, copyrights and other proprietary rights associated with 8fig and the Service, whether registered or non-registered, shall be collectively referred to as "8fig's Marks". The Client agrees not to directly or indirectly (and not to allow any third party to): (a) use 8fig's Marks for any purpose (other than as detailed hereunder) without 8fig's express written consent; and (b) register, attempt to register, or assist anyone else to register any 8fig's Marks or marks confusingly similar thereto. Notwithstanding the aforementioned, Client agrees to update 8fig, in advance, with respect to any public display of any feature related to 8fig or the Services.

8.2 Client's Content

8.2.1 Client is and shall remain the sole and exclusive owner of any data uploaded by Client to his/her 8fig's Account or Website (the "Client Content"). Client is, and will be at all times, fully and solely responsible for any and all activities that may occur while Client is accessing or using the Service. Client acknowledges that 8fig does not monitor the Client Content and will not provide any notice to Client with respect to any Client uploaded thereto.

8.2.2 By using the Service, the Client hereby grants 8fig the right to use and access the Client Content solely as part of the provision of the Service to the Client and for the purpose of improving the Service. 8fig will not disclose or publish any Client Content. 8fig does not own any Client Content. Client shall

ensure that anyone acting on its behalf who uses the Service, have granted 8fig the right to use and access their personal data authorized 8fig in writing to make such use and access.

9. TERM AND TERMINATION

9.1 Client may choose to deactivate its Account at any time provided that Client's financial obligation to pay unpaid balances for Services obtained from 8fig shall survive the termination of the Service and continue until the balance is paid in full.

9.2 8fig may, at any time, discontinue or modify any Service or policy, without notice or obligation to Client; provided, however, that 8fig shall provide reasonable notice to the Client of any material changes in the Service(s) of either a permanent or temporary nature, which may or may not be prior to implementation of such change depending on the circumstances.

9.3 Termination of these Terms shall not relieve either Party of its respective obligations to the other hereunder that arose prior to the effective date of termination, including all Client payment obligations that have accrued prior to the date of termination. In addition, payment obligations and provisions contained in Sections 1.4.4, 2, 3, 6, 7, 8.4, and 9 through 12 shall survive the expiration or termination of these Terms for any reason.

10. DISCLAIMER OF WARRANTIES

10.1 THE CLIENT UNDERSTANDS AND AGREES THAT THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CLIENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, 8FIG AND ITS RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 8FIG AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CLIENT WILL MEET CLIENT REQUIREMENTS OR EXPECTATIONS; (B) THAT THE CLIENT'S USE OF THE SERVICE AND ANY RELATED SERVICES PROVIDED TO THE CLIENT WILL BE UNINTERRUPTED; OR (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

10.3 The foregoing exclusions and disclaimers are an essential part of these Terms and formed the basis for determining the price charged for the Service and any related services.

10.4 Any and all warranties shall be void as to the Services damaged or rendered unserviceable by (1) the acts or omissions of non-8fig personnel; (2) misuse, theft, vandalism, fire, water, or other peril; and (3) moving, relocation, alterations or additions not authorized by 8fig in advance and in writing.

11. INDEMNIFICATION

11.1 Subject to the provisions of Sections 9 (Disclaimer of Warranties) and 11 (Limitation of Liability), 8fig shall defend, indemnify and hold harmless Client and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") suffered or incurred by them in connection with a third party claim arising out of any actual or threatened claim that the Service infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other

proprietary rights of any third party. 8fig shall have no obligation to indemnify Client to the extent the alleged infringement arises out of (i) the use of the Service in combination by Client with other data products, processes or materials not provided by 8fig and such infringement would not have occurred but for Client's combination; or (ii) the use of any Client Content. Should the Service as used by Client become, or in 8fig's opinion be likely to become, the subject of an infringement claim, 8fig shall at its option and sole expense either: (x) procure for Client the right to continue to use the Service as contemplated hereunder, or (y) modify the Service to eliminate any such claim that might result from its use hereunder while maintaining all material functionality of the Service or (z) replace the Service with an equally suitable, compatible and functionally equivalent non-infringing application at no additional charge to Client. If none of these options is reasonably available to 8fig, then these Terms may be terminated at the option of either Party hereto without further obligation or liability on the part of either Party hereto, except that 8fig agrees to promptly refund to Client the Fees received by 8fig from Client during the three (3)-month period immediately preceding the date of termination.

11.2 Client shall defend, indemnify and hold harmless 8fig, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all Losses suffered or incurred by them in connection with a third party claim arising out of (i) Client's illegitimate use of the Service (except to the extent that 8fig is responsible for such Losses under Section 10.1) including any breach of these Terms; or (ii) the infringement of any intellectual property rights of 8fig or any third party.

11.3 The obligations under the foregoing indemnities are subject to the condition that the Party seeking indemnification give the other: (1) prompt written notice of any claim or action for which indemnity is sought; (2) complete control of the defense and settlement thereof by the indemnifying Party; and (3) cooperation of the other Party in such defense.

12. LIMITATIONS OF LIABILITY

12.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, 8FIG'S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS USD \$1,000.

12.2 EACH PARTY UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT, SUCH LIMITATIONS SHALL SURVIVE FAILURE OF THEIR ESSENTIAL PURPOSE, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

12.3 Client agrees that the performance of the Service and Client's access to, and use of, the Service may be affected adversely by the Internet connection because of (among other things) inadequate bandwidth available to Client, the type of connection, inadequate speed, lack of continuity of Internet service, and the number of users accessing the Internet at any given time over the same connection. 8fig is not responsible for performance of the Service due to events beyond the reasonable control of 8fig.

13. MISCELLANEOUS

13.1 Non-enforcement by either Party of any term or condition of these Terms shall not constitute a waiver. A waiver by either Party of compliance with any term or condition under these Terms shall not constitute a waiver of such term or condition at any other time or a waiver in the future of any other term or condition of these Terms.

13.2 Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed severed from these Terms.

13.3 Notices. Any formal notice, consent or other communication in connection with these Terms shall be in writing and shall be considered to have been delivered and in effect upon the earlier of actual receipt or: (a) the day following transmission if sent by a facsimile or an email followed by a written or electronic confirmation; (b) two (2) days after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified mail.

13.4 Jurisdiction and Disputes. These Terms shall be governed by the laws of the State of Texas, US without regard to its conflict of law principles. All disputes hereunder shall be resolved, exclusively, in the applicable courts of Austin, Texas, US. The Parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

13.5 No Agency. The relationship of the Parties established by these Terms is solely that of independent contractors, and nothing contained in these Terms shall be construed to: (i) give any Party the power to direct and control the day-to-day activities of the other; or (ii) constitute such Parties as partners, joint ventures, co-owns or otherwise as participants in a joint or common undertaking; or (iii) make either Party an agent of the other for any purpose whatsoever. Neither Party nor its agents and employees are the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

13.6 Change in Law. If any law or regulation, including enactment of new state or federal legislation, amendments to existing laws and legislation, and or new or amended judicial orders, rules or decrees, creates adverse consequences to 8fig, according to its legal counsel, 8fig may perform any modification to these Terms or the Services to alleviate such adverse consequences, and in such case, 8fig will notify the Client in writing of the necessary modifications as described above. If the Client notifies 8fig, in writing, within thirty (30) days of 8fig's notice regarding the applied revisions, that it rejects such changes, Client may terminate these Terms but will not be entitled to any Fee already paid or owed to 8fig.

13.7 Assignment. The License granted under these Terms may not be assigned, sub-licensed, or otherwise transferred by the Client to any third-party except with prior written consent of 8fig, which consent shall not be unreasonably withheld. 8fig shall be entitled to transfer or assign the rights in and to the License under these Terms to any of its subsidiaries or affiliates.

13.8 Force Majeure. Other than Client's obligation to pay pursuant to Section 6 of these Terms, neither Party shall be liable to the other for any failure to meet its obligations if such failure is due to any cause beyond the non-performing Party's reasonable control ("Force Majeure"). Force Majeure specifically includes, but is not limited to, any government action that would limit the ability for performance; fires;

earthquakes, floods or other severe weather conditions or any other acts of God; quarantines; riots; strife; insurrection; civil disobedience; epidemics, armed conflict; terrorism or war, declared or not; or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property.

13.9 These Terms and any exhibits and schedules attached hereto constitute the entire agreement between the Parties in connection with the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations and/or agreements among the Parties in conjunction with the subject matter hereof except as set forth in these Terms.

13.10 CLIENT ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, WHICH INCLUDES THE ATTACHED EXHIBITS, IN ITS ENTIRETY, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. CLIENT FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. BY ACCEPTING THESE TERMS, CLIENT ALSO CERTIFIES THAT IT IS IN COMPLIANCE WITH ALL LAWS AND REGULATIONS AS APPLIED TO HIM/HER.